



D.C. DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**DESIGN-BUILD SERVICES
BANCROFT ELEMENTARY SCHOOL**

November 6, 2015

Proposal Due Date: December 2, 2015 by 2:00 p.m. local time

Preproposal Conference: November 12, 2015 at 1:30 p.m. local time

to be held at:

**Frank D. Reeves Center
2nd Floor Community Room
2000 14th Street, NW
Washington, DC 20009**

Contact: Thomas D. Bridenbaugh
Leftwich, LLC
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Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100

Solicitation Number: DCAM-16-CS-0044

Executive Summary

The Department of General Services (“Department” or “DGS”) is issuing this Request for Proposals to engage a design-builder for the modernization and expansion of Bancroft Elementary School (“Bancroft”) located at 1755 Newton Street, NW, Washington, DC (the “Project”). Bancroft consists of five (5) adjoining buildings totaling approximately 94,000 square feet of space. The original building was constructed in 1923, with additions constructed in 1932, 1938, 1961, and 1973. Of the five (5) buildings, the 1923 and 1932 buildings along Newton Street, totaling 37,938 square feet of space, are considered to be historically significant by the DC Historic Preservation Review Board (HPRB). Although the five (5) buildings are adjoining, they consist of various misaligned levels and present a number of operational and administrative challenges. The proposed modernization will involve demolition of three of the five buildings and new construction to make the campus more unified, operational, and administratively functional.

The Department has already engaged Ayers Saint Gross, Inc. (the “Architect”) to serve as the architect/engineer for the Project, and the design development phase is nearing completion. A copy of the schematic design is attached hereto as **Attachment A**. At present, the design for the Project contemplates that the two historic buildings (1923 and 1932) will be retained and fully modernized, including restoration of the façade. The remaining three buildings, (1938, 1961 and 1973 buildings) would be demolished and replaced with a 74,362 square foot addition which will house academic and administrative spaces, a media center, a full cooking kitchen and cafeteria, and a multi-purpose Hall. In addition, a 26,065 square foot parking garage will be constructed under the new addition, leveraging the downward slope of the site towards the north. The modernization will also include renovation of all exterior play and field surfaces, green roofs, and other storm water management features to meet the latest District of Columbia Department of the Environment requirements, including the International Green Construction Code, and LEED for Schools – Gold certification. The Department’s budget for the project (hard costs and FF&E) is \$52 million.

At present, the District of Columbia Public Schools (“DCPS”) and the Department are exploring both on-site and off-site swing alternatives to house the school population during construction. If off-site swing is selected, it is expected that construction of the swing space will not be included in the design-builder’s scope of work. If on-site swing is selected, the design-builder will also be required to construct the swing space. It should be noted, that if on-site swing is selected, it is expected that the school population will require the two historic buildings for use during the 2016/2017 and 2017/2018 academic years.

Through this RFP, the Department seeks to engage a design-builder to actively engage in the design process with the Department, DCPS, and the Architect in order to develop a design that is consistent with the programmatic needs and schedule and budgetary requirements for the Project, and to construct the approved design no later than July 15, 2018. In the event that on-site swing is selected, it is expected that delivery of the soccer field, and associated site work and landscaping would be completed no later than December 15, 2018.

A.1 Project Delivery Method

The Department intends to implement the Project through a modified design-build approach. The Design-Builder's scope of work will be divided into two phases: (i) the Preconstruction Phase; and (ii) the Construction Phase.

During the Preconstruction Phase, the Design-Builder will be required to work in an active and collaborative manner with the Architect to advance the design in a manner consistent with the schedule, budget and programmatic, and other requirements. It is expected that at the time the design-builder is appointed, the design development documents will be completed. Once engaged, the Design-Builder will be required to actively participate in the design process by providing cost estimating in order to inform the development of the permit documents, scheduling, identifying long-lead purchasing items and performing constructability reviews. Following the completion of permit documents, the Design-Builder will be required to obtain quotes from trade subcontractors and to provide a GMP based on the approved permit documents. The process by which the GMP will be formed is more fully described in the Form of Contract which will be issued by amendment.

The Department anticipates that the GMP will be finalized and approved by the Council in July 2016. Concurrent with the execution of an agreement establishing the GMP for the Project, the Department will assign its agreement with the Architect to the Design-Builder, and from and after that point, the Design-Builder will be required to complete the design and to construct the Project for an amount that does not exceed the GMP no later than July 15, 2018. The Department may authorize the commencement of minor construction before June 2016 if such work can be performed in a manner that does not affect the daily operations of the school. The Project must be Substantially Complete no later than July 15, 2018.

A.2 Form of Contract

The Form of Contract will be issued by Amendment to this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. **A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.**

A.3 Design-Build Fees

As is more fully described in the Form of Contract, this will be a cost plus a fixed fee with a guaranteed maximum price type contract. Offerors will be required to submit with their proposals the following: (i) a Preconstruction Fee; (ii) a Design-Build Fee; and (iii) a General Conditions Budget. The Preconstruction Fee and the Design-Build Fee will be fixed fees; the cost of general conditions, as defined in the Form of Contract, shall be reimbursable subject to a cap equal to the General Conditions Budget bid by the Offeror. Offerors may provide alternative

pricing based on the off-site and on-site swing alternatives. All of these price components should be submitted in an Offer Letter in substantially the form of **Attachment B** on the Offeror's letterhead.

It is the Department's intent to engage the Design-Builder to put into place approximately \$52 million of work during the approximately 23 month period between mid-June 2015 and July 15, 2018. The Design-Builder shall not be entitled to any additional fees or general conditions unless (i) the Department makes additions to the scope provided for in the GMP Amendment which cause the GMP to increase by more than Ten Percent (10%); or (ii) the Department makes additions to the scope provided for in the GMP Amendment which will require the Design-Builder's services to construct the school extend beyond Labor Day of 2018, or their services for the landscaping and soccer field to extend beyond 2018. Please note, however, that punchlist activities may extend beyond the Substantial Completion Dates and that such activities will not entitle the Design-Builder to additional fees or general conditions.

A.4 Award Fee

The Department intends to utilize an award fee structure for this Project. Forty percent (40%) of the Design-Build Fee will be at-risk (the "At-Risk Portion"). The Design-Builder will be eligible to earn the At-Risk Portion based on its performance regarding the goals listed below:

- Ten Percent (10%) shall be earned for agreeing upon a GMP for the Project that is consistent with the Department's budget no later than June 17, 2016;
- Ten Percent (10%) shall be earned for achieving substantial completion of the project no later than July 15, 2018, regardless of the reason failure to achieve timely completion;
- Ten Percent (10%) shall be earned based on design quality;
- Five Percent (5%) shall be earned based on construction quality; and
- Five Percent (5%) shall be earned for meeting the Workforce Utilization Requirement (see Section A.5).

The Form of Contract will provide more details on these provisions.

A.5 Economic Inclusion

The Department requires that Local, Small and Disadvantaged Business Enterprises ("LSDBEs") participate in this project to the greatest extent possible and desires that such businesses perform at least Fifty Percent (50%) of the Contract Work under this procurement. At least Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development, and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. The Department will also require that the selected design-builder and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services. Please see **Part C** of this RFP for additional information.

In addition to LSDBE participation as described above, the Department requires that District residents participate in the Project to the greatest extent possible. Prior to the Design-Builder obtaining trade bids for the work, the Department will establish a minimum requirement for the percentage of labor hours worked by District residents on the project (such requirement, the “Workforce Utilization Requirement”). The Workforce Utilization Requirement will be no less than Forty Percent (40%). Offerors shall submit with their proposals a Workforce Utilization Plan outlining how they intend to increase participation by DC residents in the performance of the work on this Project.

A.6 Selection Criteria

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Experience & References (15 points)
- Key Personnel (15 points)
- Project Management Plan (15 points)
- Preliminary Project Schedule (7 points)
- Cost (25 points)
- LSDBE Compliance/Utilization (10 points)
- Workforce Utilization Plan (5 points)
- Fast-Track Experience (8 points)

A.7 Procurement Schedule

The schedule for this procurement is as follows:

- | | |
|---|----------------------------------|
| • Issue RFP | - November 6, 2015 |
| • Pre-proposal Conference | - November 12, 2015 at 1:30 p.m. |
| • Last Day for Questions/Clarifications | - November 24, 2015 |
| • Proposals Due | - December 2 at 2:00 p.m. |
| • Notice of Award | - January 15, 2015 |

A.8 Project Schedule

- | | |
|--|---------------------|
| • Preconstruction services letter contract | - January 18, 2016 |
| • Builder’s Initial Budget Estimate Due | - February 5, 2016 |
| • Scope Reconciliation Complete | - February 19, 2015 |
| • Permit Set Submission | - May 6, 2016 |
| • Trade Bidding | - May 6 – 27, 2016 |
| • Bid Tab Submission | - June 3, 2016 |
| • GMP/Scope Reconciliation Complete | - June 3 – 17, 2016 |
| • Finalized GMP Submission | - June 17, 2016 |
| • Limited Notice to Proceed | - June 20, 2016 |
| • Council approval of GMP | - July 2016 |

- Substantial Completion

- July 15, 2018

A.9 Attachments

Attachment A

- Schematic Design

Attachment B

- Form of Offer Letter

Attachment C

- Disclosure Statement

Attachment D

- Tax Affidavit

Attachment E

- Davis-Bacon Wage Rates

Attachment F

- Bid Guarantee Certification

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Design-Builder will be required to work with the Department, DCPS and the Architect to advance the design for Bancroft and to construct the approved design no later than July 15, 2018. Without limiting the generality of the foregoing, the Design-Builder shall be required to provide all of the management, personnel, hazardous material abatement, demolition/raze, supervision, labor, materials and other services necessary to complete the Project. In general, the Design-Builder's scope of work will be divided into two phases, (i) the Preconstruction Phase; and (ii) the Construction Phase.

B.2 Preconstruction Phase

The Preconstruction Phase will run from issuance of the notice to proceed through the execution of the agreement establishing the GMP. During this phase, the Design-Builder will be required to work with the Architect: (i) to advance the design for the Project in consultation with DCPS, the Department and its Program Manager; (ii) to obtain bids from trade subcontractors to perform the work described in the permit documents and provide bid tabulations to the Department; (iii) to engage in any value engineering and scoping exercises necessary to return the cost of the work to the Project Budget; (iv) to engage in preconstruction activities, including identifying any long-lead items; (v) to develop a GMP proposal for the Project; and (vi) to enter into a GMP for the Project.

B.2.1 Design Participation

Immediately after contract award as part of the Preconstruction Phase, the Design-Builder will be required to prepare:

- .1** a preliminary cost estimate broken down by CSI division based on the design development documents;
- .2** an overall project schedule;
- .3** a memorandum that addresses key constructability concerns based on the design development documents; and
- .4** a memorandum that identifies any long-lead items that could adversely affect the project schedule.

In addition, the key project manager(s) will be required to meet with the design team on a periodic and ongoing basis (but no less frequently than once a month) and to conduct "over-the-shoulder" design reviews one prior to the completion of the permit documents. With regard to each of the "over-the-shoulder" design reviews, the Design-Builder shall be required to submit to the Department and its program manager a written memorandum that summarizes the Design-Builder's findings and recommendations with regard to the drawings for each such discipline.

B.2.2 Trade Bidding Process

No later than March 30, 2016, the Design-Builder shall provide to the Department a written submission on the proposed bidding procedures. Such procedures shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process. In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work which will be performed by District residents.

B.2.3 Bidding

The Design-Builder shall issue the approved permit documents for bidding. To ensure appropriate pricing, at least three (3) bids will be required for each trade package that has an estimated value of more than \$100,000. Trade packages shall not be parceled, split or divided to avoid the \$100,000 threshold. The Design-Builder shall provide to the Department a bid tabulation, including the LSDBE and workforce participation estimates, of the trade bids obtained. Such bid tabulation should identify specifically any level of the trade bids.

B.2.4 Value Engineering & Scope Assessment

Based on the trade bids, the Design-Builder shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project with the Department's Project budget. The Design-Builder shall meet with DCPS and Department representatives to discuss any value engineering and changes in scope required to bring the project costs within the Project budget. The Design-Builder shall work with the Architect to implement and price any approved value engineering strategies.

B.2.5 GMP Formation

Based on any value engineering, scope modifications and approved changes in the Project Budget, the Design-Builder shall prepare and submit to the Department a GMP proposal. The Department's GMP proposal shall represent Design-Builder's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) an LSDBE utilization plan; and (v) a workforce utilization plan. In the event that the Department and the Design-Builder are unable to agree upon a GMP or schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to Fifty Percent (50%) of the Preconstruction Fee.

B.2.6 Additional Preconstruction Services

In addition to those items enumerated above, the Design-Builder shall provide such preconstruction services as are necessary to properly advance the Project. These services shall

include, but are not necessarily limited to, scheduling, estimating, shop-drawings, and the ordering of long-lead materials.

B.2.7 Deliverables

The following deliverables are required during the Preconstruction Phase. In the event that the Design-Builder fails to provide any deliverable listed below, the Design-Builder shall pay to the Department Seven Thousand Five Hundred Dollars (\$7,500) as liquidated damages for each missing deliverable.

- a. Preliminary Cost Estimate (see Section B.2.1)
- b. Preliminary Project Schedule (see Section B.2.1)
- c. Long Lead Item Memo and Schedule (see Section B.2.1)
- d. Constructability Memo based on Design Development Documents (see Section B.2.1)
- e. Memos Regarding Over the Shoulder Design Reviews for each discipline (see Section B.2.1)
- f. List of subcontractors from which the Design-Builder intends to solicit bids and bid procedures (see Section B.2.2)
- g. Trade bid tabulations, including all subcontractor proposals, scope assessments and identifying required leveling (see Section B.2.2)
- h. Report outlining value engineering strategies (see Section B.2.4)
- i. GMP proposal (see Section B.2.5)

B.3 Construction Phase

During the Construction Phase, the Design-Builder shall be required to cause the construction to be completed in a manner consistent with the design documents approved by the Department. The Design-Builder shall provide all labor, materials, supervision and equipment necessary to achieve Substantial Completion (as such term is defined in the Form of Contract to be issued by amendment to this RFP) of the Project in accordance with the approved drawings and specifications no later than July 15, 2018.

B.3.1 Management Services

In order to properly manage the Project, the Construction Manager shall be required to undertake the tasks listed in the sections below.

B.3.1.1 Project Management

- Utilize Prolog for the submission of: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the Project. Generating and distributing meeting minutes for all such meetings.
- Participation in school improvement team and community meetings.
- Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades and drafting and submitting meeting minutes for same.
- Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, (iii) a monthly review of cash flow, and (iv) progress photos.
- Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
- Prepare payment requests, verify accuracy and forward for approval and payment.
- Assemble and submit close-out documents required (see Section B.3.5.2)
- Provide assistance to DCPS and DGS through any applicable warranty periods.

B.3.1.2 On-Site Management

- Provide and maintain a fully equipped office on-site to perform all required Design-Builder duties.
- Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.
- Provide general safety and signage and posting for the project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.

B.3.1.3 Permit Process

To the extent the Architect's contract has been assigned to the Design-Builder, the Design-Builder shall ensure that the Architect actively monitors comments from agencies in the permit review process and to address promptly any such issues. The Design-Builder shall be responsible for promptly paying for all permits and fees associated with the Project, including, but not limited to, the building permit.

B.3.2 Mobilization

The Design-Builder will be required to undertake the tasks described below.

B.3.2.1 Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins.

B.3.2.2 Abate hazardous materials in the existing facility, in accordance with EPA and all jurisdictional agencies.

B.3.2.3 The Design-Builder shall be responsible for all interior and exterior demolition, including razing the portions of the existing facility, necessary to complete the Project.

B.3.2.4 The Design-Builder shall be responsible for salvaging and storing all items as identified by the Department.

B.3.2.5 The Design-Builder shall be responsible for all performance and payment bonds and general liability insurance.

B.3.3 Trade Work; Subcontracts

It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Design-Builder. The Design-Builder will not be permitted to self-perform work unless authorized pursuant to the form of contract.

B.3.4 Site Safety and Clean-up

B.3.4.1 The Design-Builder will be required to provide a safe and efficient site. Controlled access shall be required.

B.3.4.2 The Design-Builder shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.

B.3.4.3 The Design-Builder shall be responsible for site security.

B.3.4.4 The Design-Builder shall be responsible for removing the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

B.3.4.5 The Design-Builder shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

B.3.5 Close-out & FF&E

B.3.5.1 The Design-Builder may also be responsible for purchasing and providing FF&E. A list of FF&E requirements will be developed during the Preconstruction Phase.

B.3.5.2 The Design-Builder shall be required to prepare and submit at close-out the following documentation:

- .1** a complete set of its Project files;
- .2** a complete set of product manuals (O&M), training videos, warranties, etc.;
- .3** as built record drawings;
- .4** attic stock and schedule;

- .5 equipment schedule;
- .6 proposed schedule of maintenance;
- .7 environmental, health & safety documents;
- .8 LEED – Preliminary Construction Review; and
- .9 all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.).

B.3.5.3 The Design-Builder will include within its GMP an allowance for cleaning and other move-in services as directed by the Department. This allowance is in addition to cleaning services that would otherwise be required by the Design-Builder, including, but not limited to, the obligation to deliver a broom clean building at the end of construction.

B.4 Move in Period

The Project will need to be Substantially Complete no later than July 15, 2018. Punchlist work may continue after that date, provided it is completed prior to the beginning of the 2018/2019 school year. The Design-Builder will be required to coordinate such work with DCPS personnel and will need to accommodate their requirements in getting the school ready to commence the 2018/2019 school year. It is contemplated that the Design-Builder will be required to provide an on-site crew of laborers to assist in moving furniture and other small jobs as requested by the Department.

B.5 Key Personnel

In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Project Executive; (ii) the Field Superintendent; (iii) the project manager who will supervise the interior design and work; (iv) the project manager who will supervise the MEP and structural work; and (v) the individual that will manage quality control and interact with DGS' quality control representative. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

B.6 Licensing, Accreditation and Registration

The Design-Builder and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

B.7 Conformance with Laws

It shall be the responsibility of the Design-Builder to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.8 Davis-Bacon Act

The Davis-Bacon Act is applicable to this Project. As such, the Design-Builder and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act.

B.9 Apprenticeship Act

The Apprenticeship Act shall apply to this contract and the Design-Builder and all of its trade subcontractors shall be required to comply with that act.

B.10 Time is of the Essence

Time is of the essence with respect to the contract. The school renovation must be Substantially Complete by July 15, 2018. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is twelve (12) points.

Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development
One Judiciary Square Building
441 4th Street, NW, 9th Floor
Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDBE Participation

The Department requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Department requires that business enterprises so certified must participate in at least Fifty Percent (50%) of the Contract Work under this procurement. At least Thirty Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development and Twenty Percent (20%) of the Contract Work to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles.

C.3 Residency Hiring Requirements for Contractors and Subcontractors

At least Fifty One Percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia. Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- (i) At least Twenty Percent (20%) of journey worker hours by trade shall be performed by District residents;
- (ii) At least Sixty Percent (60%) of apprentice hours by trade shall be performed by District residents;
- (iii) At least Fifty One Percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least Seventy Percent (70%) of common laborer hours shall be performed by District residents.

The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of One Hundred Thousand Dollars (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on

the project; (iii) make best efforts to hire at least Fifty One Percent (51%) District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least Fifty One Percent (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of Five Hundred Thousand Dollars (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

C.4 Apprenticeship Act

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. Please note that Thirty Five Percent (35%) of all apprenticeship hours worked must be performed by District residents. The Contractor shall be liable for any subcontractor non-compliance.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Evaluation Process

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.2 Evaluation Committee

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.3 Oral Presentation

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.3.1 Length of Oral Presentation

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

D.3.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

D.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's

assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

D.4 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to twelve (12) preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is one hundred twelve (112). The contract will be awarded to the contractor with the highest evaluated score.

D.4.1 Experience & References (15 points)

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in:

- (i) in construction and/or modernization of school facilities;
- (ii) in constructing projects in an urban setting;
- (iii) in constructing projects in historically significant buildings;
- (iv) in working as an active and collaborative participant with the owner and a design team through the design process;
- (v) with the design-build delivery method;
- (vi) in completing projects on-time;
- (vii) in completing projects on-budget;
- (viii) knowledge of, and access to, the local subcontracting market; and
- (ix) knowledge of the local regulatory agencies and Code Officials.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to fifteen (15) points.

D.4.2 Key Personnel (15 points)

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project Executive; (ii) the Field Superintendent; (iii) the project manager who will supervise the interior design and work; (iv) the project manager who will supervise the MEP and

structural work; and (v) the individual that will manage quality control and interact with DGS' quality control representative. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Please provide a table that identifies the specific staff that will be assigned to this project. The table should include:

- (i) the individual's name;
- (ii) his or her title;
- (iii) his or her level of effort during each phase of the Project (i.e. the percentage of time devoted to this project); and
- (iv) the time periods during which the individual will be assigned to the project.

This table should include all personnel that will be assigned to the project. Please identify whether the personnel will be funded from general conditions or whether they are home or regional office personnel that are non-reimbursable (i.e. funded from fee).

This element of the evaluation will be worth up to fifteen (15) points.

D.4.3 Cost (25 points)

Offerors will be required to bid a Preconstruction Fee, a Design-Build Fee, and a General Conditions Budget. This element of the evaluation will be worth up to twenty five (25) points.

D.4.4 Management Plan (15 points)

Offerors are required to submit with their proposal a Management Plan.

The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. The plan should both demonstrate (i) the internal procedures and management controls that the Offeror would use in order to ensure that the Project is delivered on-time and on-budget; and (ii) the Offeror's specific understanding of the key constraints and challenges related to this Project. At a minimum, it should address (x) how the Offeror will approach value engineering given the project schedule; (y) the purchasing procedures that will be used to maximize competition and manage cost constraints; and (z) the procedures that will be used during the construction phase to minimize change orders and maximize Project quality. With regard to this Project, the Department believes that issues related to site logistics (i.e. the need to swing the students and faculty to an on-site or off-site space) are a major challenge and Offerors should include in their Management Plan a written description (supplemented by sketches and charts) that demonstrates how they proposed to accomplish utilizing the site in the event that an on-site swing space is selected (i.e., the phasing of construction, the location of swing space, and site utilization). Offerors should also include in the management plan their plan for how parking for workers will be managed if the school will swing on-site, requiring that the streets immediately surrounding the school remain available for school staff that relies on street parking for daily parking.

Finally, the Management Plan should be related to both the Project Schedule and the Key Personnel, and should (i) identify the key personnel and their specific roles in managing the Project; and (ii) identify the key milestone dates and provide a description of how these dates will be achieved. To the extent the Offeror is a joint venture or a team of companies, the Department will also consider the experience that the Contractor and its team members have working together on similar projects.

This element of the evaluation is worth up to fifteen (15 points).

D.4.5 Preliminary Schedule (7 points)

Offerors should submit with their Management Plan two (2) CPM schedules that shows the anticipated manner in which the Project will be constructed by the substantial completion dates, one assuming on-site swing space and the other assuming off-site swing space. The schedules should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to seven (7) points.

D.4.6 LSDBE Compliance/Utilization (10 points)

The Department desires the selected design-builder provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises. Offerors will be evaluated in light of their demonstrated experience in meeting such goals and their proposed LSDBE Utilization Plan. This element of the evaluation will be worth up to ten (10) points.

D.4.7 Workforce Utilization Plan (5 points)

The Department desires the selected design-builder to provide the maximum level of participation by District of Columbia residents in performing the work. As part of their proposals, Offerors must provide a Workforce Utilization Plan which demonstrates how it will identify qualified District residents to perform work on the project and increase participation by District residents. This element of the evaluation will be worth up to five (5) points.

D.4.8 Fast-Track Experience (8 points)

The Department desires that the selected design-builder have substantial experience in implementing design-build projects on a fast-track schedule. The Design-Builder will be evaluated based on its demonstrated experience in (i) managing the design to scope and budget; (ii) working with designer to develop bid packages based on design development documents or incomplete construction documents; (iii) estimating construction costs based on design development documents; and (iv) purchasing on fast-track schedules and also on (v) identification of specific fast track issues likely to arise in this project and proposed strategies to manage such challenges. This element of the evaluation will be worth up to eight (8) points.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification

Submissions shall be proffered in a complete original proposal (pricing and technical submission); one (1) copy of the pricing proposal; and eight (8) copies of the technical portion of the proposal as outlined below. An electronic copy on CD or flash drive of the complete proposal (pricing and technical submission). The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Design-Build Services for Bancroft Elementary School."

E.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:

DC Department of General Services
Contracts & Procurement Division
Frank D. Reeves Center
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Attn: Alicia Norris

E.3 Date and Time for Receiving Submissions

Submissions shall be received no later than 2:00 p.m. EDT, on December 2, 2015. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

E.4.1 Price Proposal

E.4.1.1 Bid Form

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

E.4.1.2 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.4.1.3 Bid Bond

Each Offeror shall submit a bid bond or alternate bid security as required by Section J of this RFP.

E.4.1.4 Tax Affidavit

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.4.2 Technical Proposal

E.4.2.1 Executive Summary

Each Offer should provide a summary of no more than three (3) pages of the information contained in the following sections.

E.4.2.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Design-Builder and each of its subconsultants.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:

- i. Age
- ii. Firm history(ies)
- iii. Firm size(s)
- iv. Areas of specialty/concentration

- v. Current firm workload(s) projected over the next year
- vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

C. Description of the team organization and personal qualifications of key staff, including:

- i. Identification of the single point of contact for the Design-Builder.
- ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
- iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two (2) years.
- iv. Experience that the key team members have working together.
- v. Please provide a table that identifies the specific staff that will be assigned to this Project, the time periods during which the individual will work on the Project, his or her level of effort (i.e. the percentage of time devoted to this project), and whether the individual will be funded through the Design-Build Fee or general conditions.

E.4.2.3 Relevant Experience and Capabilities

Each Offeror should provide detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:

- (i) The name and location of the project.
- (ii) Name, address, contact person and telephone number for owner reference
- (iii) The square footage of the project.
- (iv) A short narrative of the scope of the contractor's work on the project.
- (v) The delivery method implemented on the project.
- (vi) The start and end dates for construction.
- (vii) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
- (viii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
- (ix) The level of completion of design documents that the initial contract value was based on.

- (x) The actual substantial completion date and the final contract value.

E.4.2.4 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.4 of this RFP.

E.4.2.5 Preliminary Project Schedule

Each Offeror should prepare preliminary project schedules that shows how the Offeror intends to complete the project in a timely manner. Separate schedules should be provided for the on-site and off-site swing options. The schedules should be prepared using a critical path method and should show key logic ties and activity durations. The schedules should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

E.4.2.6 Local Business Utilization Plan

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five (5) years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

E.4.2.7 Workforce Utilization Plan

Each Offeror must submit a Workforce Utilization Plan that describes how the Offeror will increase participation by District residents in performing the labor necessary for the Project. The plan should set forth how specifically the Offeror will implement its plan to increase participation by District residents. The Offeror shall also provide a chart, in summary form, that depicts the level of participation by District residents in past projects with the District.

E.4.2.8 Fast-Track Experience

Each Offeror must demonstrate substantial experience in implementing design-build projects on a fast-track schedule. This section of the proposal should outline the Offeror's prior experience (i) managing the design to scope and budget; (ii) working with designer to develop bid packages based on design development documents or incomplete construction documents; (iii) estimating construction costs based on design development documents; and (iv) purchasing on fast-track schedules. This section should also include a narrative of strategies that the Offeror anticipates will be utilized in order to deliver this Project.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person

For information regarding this RFP please contact:

Thomas D. Bridenbaugh
Leftwich, LLC
1400 K Street, NW
Suite 1000
Washington, D.C. 20005
Phone: (202) 434-9100
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

F.2 Preproposal Conference

A preproposal conference will be held on **November 12, 2015 at 1:30 p.m. local time.** The conference will be held at the Frank D. Reeves Center, 2nd Floor Community Room, 2000 14th Street, NW, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors

Each Offeror should carefully examine this Request for Proposals and any and all amendments, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on November 20, 2015. The person making the request shall be responsible for prompt delivery.

F.4 Protests

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall

file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

F.5 Contract Award

This procurement is being conducted in accordance with the provisions of Section 4713 of the Department's Procurement Regulations (27 DCMR § 4713).

F.6 Retention of Submissions

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

F.7 Examination of Submissions

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions: Modifications

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more

favorable to the Department may be considered at any time it is received and may be accepted.

- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 Non-Responsive Pricing

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than One Hundred Fifty Percent (150%) of the median price submitted by other Offerors. The

Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than One Hundred Fifty Percent (150%) of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

G.1.1 Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Design-Builder will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion.

G.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

G.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

G.1.4 Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

G.1.5 The Department intends to purchase expanded builder’s risk insurance coverage for the project.

G.1.6 Contractor’s pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

G.2 Additional Insureds

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 Waiver of Subrogation

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 Strength of Insurer

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION J BONDS

J.1 Bid Bond

Offerors are required to submit with their proposal a bid bond in the amount of \$2,600,000. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment F** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

J.2 Trade Subcontractor Bonds

The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

J.3 Contractor's Payment and Performance Bond

In addition to the trade subcontractor bonds required by Section J.2, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the GMP Contract is executed.

Attachment A

Schematic Design

The Schematic Design Documents are available for download at:

<https://leftwichlaw.box.com/s/lrx1rqz9t3p3usguds1fsr9vsjwzct6j>

Attachment B

Form of Offer Letter

Attachment B

[Offeror's Letterhead]

[Insert Date]

District of Columbia Department of General Services
2000 14th Street, NW
Washington, D.C. 20009

Att'n: Mr. Christopher Weaver
Acting Director

Reference: Request for Proposals
Design-Build Services – Bancroft Elementary School

Dear Mr. Weaver:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals (the "RFP") to provide design-build services for Bancroft Elementary School. The Offeror has reviewed the RFP and the attachments thereto, any amendments thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit the Offeror's Bid in response to the RFP. The Offeror's proposal, the Preconstruction Fee and the Design-Build Fee (as defined in paragraphs A and B) as well as the General Conditions Budget (as defined in paragraphs C and D) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents (collectively, the proposal, the Preconstruction Fee, the Design-Build Fee and the General Conditions Budget are referred to as the "Offeror's Bid.>").

The Offeror's Bid is as follows:

A. Assuming Off-Site Swing:

The Preconstruction Fee is: \$ _____

The Design-Build Fee is: \$ _____

B. Assuming On-Site Swing:

The Preconstruction Fee is: \$ _____

The Design-Build Fee is: \$ _____

The Offeror acknowledges and understands that the Preconstruction Fee and the Design-Build Fee are firm, fixed prices and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror also acknowledges that forty percent (40%) of the Design-Build Fee is at-risk, and the selected Offeror will only be entitled to such amount as set forth in the Form of Contract.

- C. **Assuming Off-Site Swing**, the estimated cost of the Offeror's general conditions (the "General Conditions Budget") is set forth below. The General Conditions Budget consists of the following elements:

Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____
Payroll taxes and payroll insurance associated with field staff costs	\$ _____
Staff costs associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Travel, Living and Relocation expenses	\$ _____
Job vehicles	\$ _____
Field office for CM including but not limited to:	\$ _____
<ul style="list-style-type: none">• Trailer purchase and/or rental• Field office installation, relocation and removal• Utility connections and charges during the Construction Services phase• Furniture• Field offices for the Office and Program Manager• Office supplies	
Office equipment including but not limited to:	\$ _____
<ul style="list-style-type: none">• Computer hardware and software• Fax machines• Copy machines• Telephone installation, system and uses charges	
Job radios	\$ _____
Local delivery and overnight delivery costs	\$ _____
Field computer network	\$ _____
First aid facility	\$ _____
Progress photos	\$ _____
Printing cost for drawings, bid packages, etc.	\$ _____
Other (please itemize)	\$ _____
 Total General Conditions Budget	 \$ _____

- D. **Assuming On-Site Swing**, the estimated cost of the Offeror's general conditions (the "General Conditions Budget") is set forth below. The General Conditions Budget consists of the following elements:

Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____

Payroll taxes and payroll insurance associated with field staff costs	\$ _____
Staff costs associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Travel, Living and Relocation expenses	\$ _____
Job vehicles	\$ _____
Field office for CM including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction Services phase	
• Furniture	
• Field offices for the Office and Program Manager	
• Office supplies	
Office equipment including but not limited to:	\$ _____
• Computer hardware and software	
• Fax machines	
• Copy machines	
• Telephone installation, system and uses charges	
Job radios	\$ _____
Local delivery and overnight delivery costs	\$ _____
Field computer network	\$ _____
First aid facility	\$ _____
Progress photos	\$ _____
Printing cost for drawings, bid packages, etc.	\$ _____
Other (please itemize)	\$ _____
 Total General Conditions Budget	 \$ _____

The Offeror acknowledges and understands that the General Conditions Budget will be incorporated into the contract and that the Offeror will not be permitted to exceed the General Conditions Budget for General Conditions Costs unless it first obtains the written approval of the Department.

E. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least one hundred and twenty (120) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the

award. In the event the Offeror fails to do so, the Department shall have the right to levy upon the Offeror's bid bond.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid. In addition to any other remedies that the Department may have at law or in equity, the Department shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this paragraph 3.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE DEPARTMENT TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE DEPARTMENT WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Title: _____

Attachment C

Disclosure Statement

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Christopher Weaver	Acting Director
Camille Sabbakhan	General Counsel
Latrena Owens	Chief of Staff
Jeff Bonvechio	Deputy Director, Capital Construction Services

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

B. Leftwich, LLC

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

**C. Brailsford & Dunlavey, Inc.
McKissack & McKissack, P.C.**

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being

submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: _____
Name: _____
Title: _____
Date: _____

Attachment D

Tax Affidavit

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date

**Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number**

**Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Attachment E

Davis-Bacon Wage Rates

General Decision Number: DC150002 10/09/2015 DC2

Superseded General Decision Number: DC20140002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	02/20/2015
3	03/06/2015
4	04/03/2015
5	05/08/2015
6	05/22/2015
7	06/26/2015
8	07/03/2015
9	07/17/2015
10	08/07/2015
11	08/14/2015
12	09/11/2015
13	09/18/2015
14	10/09/2015

ASBE0024-007 10/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.13	13.76

Includes the application of all insulating materials,
protective coverings, coatings and finishes to all types of
mechanical systems

ASBE0024-008 10/09/2013

	Rates	Fringes
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ASBESTOS WORKER: HAZARDOUS

MATERIAL HANDLER.....	\$ 20.86	5.46
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Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

ASBE0024-014 10/01/2013

	Rates	Fringes
--	-------	---------

FIRESTOPPER.....	\$ 26.06	5.90
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Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BRDC0001-002 05/03/2015

	Rates	Fringes
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BRICKLAYER.....	\$ 30.36	9.69
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CARP0132-008 05/01/2015

	Rates	Fringes
--	-------	---------

CARPENTER, Includes Drywall
Hanging, Form Work, and Soft

Floor Laying-Carpet.....	\$ 27.56	9.08
PILEDRIVERMAN.....	\$ 26.79	8.85

CARP1831-002 04/01/2013

	Rates	Fringes
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MILLWRIGHT.....	\$ 31.59	8.58
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ELEC0026-016 06/01/2015

	Rates	Fringes
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ELECTRICIAN, Includes
Installation of

HVAC/Temperature Controls.....	\$ 42.80	15.33
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ELEC0026-017 09/01/2014

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 27.05	8.58

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 30.65	18.135

IRON0201-006 05/01/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 27.50	18.58

LABO0657-015 06/01/2015

	Rates	Fringes
LABORER: Skilled.....	\$ 22.63	7.31

FOOTNOTE: Potmen, power tool operator, small machine operator, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinning, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers, operators of jackhammers, paving breakers, spaders or any machine that does the same general type of work, carpenter tenders, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline, builders of trestle scaffolds over one tier high and sand blasters, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen, stake jumper, demolition.

 MARB0002-004 05/03/2015

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 35.19	15.72

INCLUDING pointing, caulking and cleaning of All types of masonry, brick, stone and cement EXCEPT pointing, caulking, cleaning of existing masonry, brick, stone and cement (restoration work)

 MARB0003-006 05/03/2015

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 26.75	10.28

 MARB0003-007 05/03/2015

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 21.96	9.35

 MARB0003-008 05/03/2015

	Rates	Fringes
TILE SETTER.....	\$ 26.75	10.28

 MARB0003-009 05/03/2015

	Rates	Fringes
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TILE FINISHER.....	\$ 21.96	9.35
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PAIN0051-014 06/01/2014

Rates	Fringes
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GLAZIER

Glazing Contracts \$2 million and under.....	\$ 24.77	9.85
Glazing Contracts over \$2 million.....	\$ 28.61	9.85

PAIN0051-015 06/01/2014

Rates	Fringes
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PAINTER

Brush, Roller, Spray and Drywall Finisher.....	\$ 24.89	9.05
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PLAS0891-005 07/01/2013

Rates	Fringes
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PLASTERER.....	\$ 28.33	5.85
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PLAS0891-006 02/01/2014

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 27.15	9.61
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PLAS0891-007 08/01/2014

Rates	Fringes
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FIREPROOFER

Handler.....	\$ 16.50	4.24
Mixer/Pump.....	\$ 18.50	4.24
Sprayer.....	\$ 23.00	4.24

Spraying of all Fireproofing materials. Hand application of Fireproofing materials. This includes wet or dry, hard or soft. Intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, vessels, floors, roofs, where ever fireproofing is required. Plus any installation of thermal and acoustical insulation. All that encompasses setting up for Fireproofing, and taken down. Removal of fireproofing materials and protection. Mixing of all materials either by hand or machine following manufactures standards.

PLUM0005-010 08/01/2015

Rates	Fringes
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PLUMBER.....\$ 39.67 16.60+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

* PLUM0602-008 08/01/2015

	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe Installation.....	\$ 38.89	19.97+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2015

	Rates	Fringes
ROOFER.....	\$ 28.50	11.04

SFDC0669-002 04/01/2015

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.40	18.12

SHEE0100-015 07/01/2015

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 39.79	16.77+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40	2.85

LABORER: Mason Tender for

pointing, caulking, cleaning
 of existing masonry, brick,
 stone and cement structures
 (restoration work); excludes
 pointing, caulking and
 cleaning of new or
 replacement masonry, brick,
 stone and cement.....\$ 11.67

POINTER, CAULKER, CLEANER,
 Includes pointing, caulking,
 cleaning of existing masonry,
 brick, stone and cement
 structures (restoration
 work); excludes pointing,
 caulking, cleaning of new or
 replacement
 masonry, brick, stone or
 cement.....\$ 18.88

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular
 rate is a union rate (current union negotiated rate for local),
 a survey rate (weighted average rate) or a union average rate
 (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
 in dotted lines beginning with characters other than "SU" or
 "UAVG" denotes that the union classification and rate were
 prevailing for that classification in the survey. Example:
 PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
 the union which prevailed in the survey for this
 classification, which in this example would be Plumbers. 0198
 indicates the local union number or district council number
 where applicable, i.e., Plumbers Local 0198. The next number,
 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment F

Bid Guaranty Certification

Attachment F

Certification Letter for Cashier's Check or Irrevocable Letter of Credit

Offerors who submit a cashier's check or an irrevocable letter of credit ("Alternate Bid Security") in lieu of a bid bond must also submit this certification, properly notarized, with their proposal. By executing this document, Offeror acknowledges that, if awarded this contract, Offeror shall be required to post promptly a payment and performance bond equal to the full value of the contract. In the event Offeror fails to post such payment and performance bond, the Offeror understands and agrees that: (i) the Department shall draw upon the Alternate Bid Security as liquidated damages; (ii) the award and/or contract shall be terminated; (iii) for a period of two (2) years thereafter, the Department will not accept from such Offeror Alternate Bid Security in lieu of a bid bond; and (iv) the Offeror hereby waives the right to protest the termination of any such award or contract. The Offeror further acknowledges and agrees that the damages the Department would experience in the event such award or contract are terminated due to the Offeror's failure to post a payment and performance bond are difficult to determine and that the value of the Alternate Bid Security represents a reasonable estimate of the damages the Department would incur.

By: _____
Name: _____
Title: _____
Date: _____

District of Columbia) ss:

On the ____ day of _____, 20____, before me, a notary public in and for the District of Columbia, personally appeared _____, who acknowledged himself/herself to be _____ of _____, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____